

RECEIVED

FEB 22 2021

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
STATEMENT OF COMPLETION
FOR SUBMITTING PROOF OF BENEFICIAL USE

FOR OFFICE USE ONLY

 Amt. of Fee \$ _____
 Receipt No. _____
 Received By LM
 Date Received 2.22.21

The Idaho Department of Water Resources considers this form a statement by the permit holder(s) that development of a water right has been **completed** and that water has been applied to beneficial use to the extent described below. **This form must be accompanied by an examination fee, when necessary, or by a completed Beneficial Use Field Report prepared by a certified water right examiner.** Please refer to the instructions and fee schedule for this form. If ownership of the permit has changed, contact any Department office or visit the Department's website at idwr.idaho.gov for an *Assignment of Permit* form. If you wish to relinquish your permit because you have not established the authorized use of the water and are not applying for an extension, please notify the Department in writing.

- Permit No. 95-17515 Telephone No. 208-966-1201
- Name of Permit Holder(s) Cheyle and Dwight H. Morgan
- Mailing Address 1299 E HANNA LANE City COEUR D'ALENE
State ID Zip 83814 Email CMORGAN2@frontier.com
- Source of Water _____ If **GROUND WATER** (well), Date Drilled mo. 07 / yr. 2017
Well Driller Horsley Drilling Inc. Drilling Permit Number 00076071
- Extent of use(s) completed **as authorized by the water right permit:**
Domestic (No. of households) 1 Stockwater (No. and type of stock) _____
Irrigation (No. of acres) .50 Other _____
- Total rate of diversion or storage volume for which proof is submitted 0.04 cfs OR _____ acre-feet.

- Compliance with a measuring device requirement, lockable controlling device requirement, and/or other conditions of permit: Refer to the approval conditions on your permit and respond accordingly.

The Department will not issue a license if permit conditions are not met.

Measuring Device	Is a measuring device required?	Yes ☐	No ☒
	If yes, has the measuring device been installed?	Yes ☐	No ☐
Lockable Controlling Device	Is a lockable device required to control the diversion?	Yes ☐	No ☒
	If yes, has the lockable device been installed?	Yes ☐	No ☐
Fish Screen	Is a fish screen required?	Yes ☐	No ☒
	If yes, has the fish screen been installed?	Yes ☐	No ☐

Other Conditions of Permit

Do the approval conditions on your permit require you to submit additional information in connection with your proof of beneficial use? If yes, list the conditions below and attach documents with the required information.

_____ Completed? Yes ☐ No ☐

- Fee Enclosed \$ _____ or not applicable ☒. See fee schedule on page 2 of the instructions.
Proof statements filed without an appropriate fee, will be considered incomplete.
- Person to contact to accompany the Department representative during field examination of the water system.

Name JASON JUSTIS Telephone Number 208-277-8721
Mailing Address 1307 E HANNA LANE City COEUR D'ALENE
State ID Zip 83814 Email brooke.jason082308@gmail.com

The information given on this form is my true statement of the extent to which the above numbered permit has been developed and water has been diverted and applied to a beneficial use. I understand that any undeveloped portion of the permit is relinquished to the State of Idaho.

Signature of Permit Holder Cheryl Morgan Date 8/30/20
(Include your title, if on behalf of company or organization)

Shared Well Water Agreement

This Agreement, made and entered into this 23rd day of April, 2018 by and between Jason and Brooke Justice, who reside at 1307 E. Hanna Lane, Coeur d'Alene, Idaho 83814, hereinafter referred to as the "supplying party," and Dwight and Cheryl Morgan, who reside at 1299 E Hanna Lane, Coeur d'Alene, Idaho 83814, hereafter referred to as the "supplied party:"

WHEREAS, the supplying party is the owner of property located at 1307 E Hanna Lane, Coeur d'Alene, Idaho 83814, which property is hereafter referred to as "Parcel 1" and is more fully described as follows:

Lot 1, Block 1 of Cheryl Morgan Estates, Located in the NW1/4 of Section 17, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho

WHEREAS, the supplied party is the owner of property located at 1299 E Hanna Lane, Coeur d'Alene, Idaho, 83814, which property is hereafter referred to as "Parcel 2" and is more fully described as follows:

Lot 2, Block 1 of Cheryl Morgan Estates, Located in the NW1/4 of Section 17, Township 50 North, Range 3 West, Boise Meridian, Kootenai County, Idaho

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and sharing the cost of supplying said water; and

WHEREAS, there is located a well upon the above described property of supplying party; together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the water from the well has undergone a water quality analysis from Accurate Test Labs and has been determined to supply safe for human consumption; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Parcel 1 shall be used by the parties to this Agreement, as well as by all future owners and occupants of said Parcels 1 and 2, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto (and their heirs, successors and assigns, for the exclusive benefit of the respective parcels of said real estate, and for the exclusive use of the households residing thereon), are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Parcel 1 for domestic use *excluding* the right to draw water to fill swimming pools of any type.

2. That the owners or residents of the dwellings located on Parcels 2, as of the date of this Agreement shall:

a. Pay or cause to be paid to the supplying party, an annual fee for this use of the well and water distribution system in the amount of \$180 on or before the 15th of January each year, with the exception of this year whereby the amount shall be \$180 and paid on the execution of this Agreement.

b. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.

3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.

5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement,

except in emergency situations.

6. That the supplied party shall pay to the supplying party his proportionate share for the cost of energy for the operation of the pumping equipment. This cost shall be determined by a separate meter upon each dwelling and for each parcel.

7. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 15th day of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of 45 days, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party.

8. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are shown on the face of the plat of Cheryl Morgan Estates.

10. That no party may install landscaping or improvements that will impair the use of said easements.

11. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

12. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

13. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

14. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

15. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Kootenai County Records Office of the County of Kootenai and the state of Idaho. Upon termination of participation in this Agreement, the

owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

19. That the term of this Agreement shall be perpetual, except as herein limited.

20. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

21. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

Witness our signatures this the 23rd day of April, 2018.


Dwight Morgan


Jason Justis


Cheryl Morgan

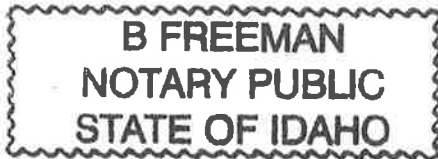

Brooke Justis

ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
County of Coeur d'Alene)

On the 23rd day of April, 2018, before me, the undersigned Notary Public, personally appeared Cheryl Morgan, Dwight Morgan, Jason Justis, and Brooke Justis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.



B Freeman
Notary Public for Idaho

Residing at Coeur d'Alene
Commission Expires: 1/11/2022



Dwight and Cheryl Morgan

Jason and
Brooke
Just
Home





SHARED WELL
MORGAN / JUSTIS